

Parcel #2  
Hanson's Base  
Multi-site  
contract

STATE OF ILLINOIS  
ENVIRONMENTAL PROTECTION AGENCY  
AMENDMENT NUMBER 3 TO  
PROFESSIONAL SERVICES AGREEMENT



The Illinois Environmental Protection Agency and Hanson Engineers, Inc., whose address is 1525 South Sixth Street, Springfield, Illinois 62703, hereby agree to the amendment of Professional Services Agreement Number HWD-2002, dated July 1, 1991, Amendment 1 dated October 28, 1991, and Amendment 2 dated January 2, 1992 executed as follows:

1. Paragraph F(4)(a) of the Agreement is hereby amended and changed to read as follows:

- a. In accordance with Paragraph F(4)(c)(1) herein, the direct labor rates set forth in the Contractor's letter and attached labor rate sheets for Fiscal Year 1993 (FY93) dated June 3, 1992 are hereby incorporated into the Contractor's Best and Final Rate and Fee proposal dated June 12, 1991 and supersedes those labor rates contained therein. The Contractor shall be paid the direct labor rates set forth in the Contractor's letter and attached labor rate sheets for FY93 dated June 3, 1992 for all work performed under this contract during the period July 1, 1992 through June 30, 1993. The Contractor's Best and Final Rate and Fee proposal as amended and superseded by the Contractor's letter and attached labor rate sheets for FY93 are hereby incorporated by reference into the Agreement as Attachment A hereto.

2. Paragraph G. CONTRACT PERIOD of the Agreement is hereby amended and changed to read as follows:

- G. CONTRACT PERIOD - This contract shall be in effect from the date of execution through June 30, 1993, unless the contract is terminated pursuant to Paragraph I or subsequently extended pursuant to Paragraph H(1)(b) herein.

3. The following new certification is hereby added and incorporated into this Agreement:

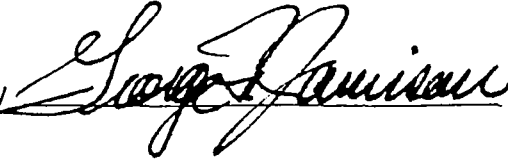
DRUG FREE WORKPLACE CERTIFICATION

The Contractor certifies and agrees that it will provide a drug free workplace as required by Public Act 86-1459, the Drug Free Workplace Act (Ill. Rev. Stat., Ch. 127, par. 152.311), and will comply with all provisions herein.

4. All other agreements shall remain in force.

IN WITNESS WHEREOF, the parties hereto have executed this amendment  
this 30th day of JUNE, 19 92, and agreed that  
it shall become a part of the Professional Services Agreement Number HWD-2002,  
as evidenced by the signatures of their duly authorized representatives as  
affixed below.

Hanson Engineers Inc.

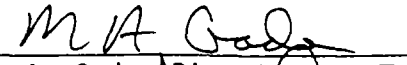
By 

INTRA-AGENCY CONCURRENCE:

  
Division Manager

SF:jar/1776r,1-2/sp

Illinois Environmental Protection Agency

By   
M. A. Gade, Director

  
Fiscal Officer



June 3, 1992

John Steller, Manager  
Remedial Projects Accounting & Procurement Unit  
Bureau of Land  
Illinois Environmental Protection Agency  
P.O. Box 19276  
Springfield, Illinois 62794-9276

Re: Revised Labor Rates and  
Indirect Expense Rate  
State Multi-Site Professional  
Services Agreement  
Agency Contract No. HWD - 2002

Dear John:

Hanson Engineers Incorporated (HEI) has prepared revised labor rates as per Section F, paragraph 4, subparagraph c.(1.) of the above referenced Professional Services Agreement. The revised labor rates for HEI are described in Attachment A-1. The revised labor rates for our subconsultant, Science Applications International Incorporated (SAIC), are presented in Attachment A-2.

HEI has revised the allowable indirect expense rate as per Section F, paragraph 7, subparagraph b of the Professional Services Agreement. The new rate is 171.81 percent of the direct labor.

Please amend the Professional Services Agreement to reflect these new revised rates for the time period extending from July 1, 1992 to June 30, 1993.

Sincerely,

HANSON ENGINEERS INCORPORATED

George E. Jamison, P.E.  
Vice President

RECEIVED  
JUN 12 1992  
IEPA/DLFC

ATTACHMENT A-1  
HANSON ENGINEERS INCORPORATED  
LABOR RATES

HEI Classification	Contract Labor Grade Classification	Raw Labor Rate (\$/hr)
Principal	P5	42.00 ✓
E/S VIII	P4	33.07 ✓
E/S V-VII	P3	23.62 ✓
E/S III-IV	P2	18.90 ✓
E/S I-II	P1	14.54 ✓
Mgr/Designer	T2	14.01 ✓
Techs/Aide	T1	10.50 ✓
Admin/Secy	Clerk/Secretary	11.02 -

For the period of July 1, 1992 to June 30, 1993

ATTACHMENT A-2  
SCIENCE APPLICATIONS INTERNATIONAL INCORPORATED  
LABOR RATES

SAIC Classification	Contract Labor Grade Classification	Raw Labor Rate (\$/hr)
Corporate Officer	P5	53.36 ✓
Program Manager/Sr. Scientist	P4	40.95 ✓
Mid Level Scientist	P3	28.35 ✓
Staff Scientist	P2	21.58 ✓
Entry Level Scientist	P1	16.60 ✓
Sr. Tech	T2	14.01 ✓
Jr. Tech	T1	8.66 ✓
Clerk/Secy.	Clerk/Secretary	12.60 ✓

For the period of July 1, 1992 to June 30, 1993.  
New rate for SAIC 165.56 of the direct labor.



STATE OF ILLINOIS  
ENVIRONMENTAL PROTECTION AGENCY  
STATE MULTI-SITE PROFESSIONAL SERVICES AGREEMENT

The Illinois Environmental Protection Agency (hereinafter designated as "Agency") and Hanson Engineers Incorporated, an independent Consultant (hereinafter designated as "Consultant"), whose address is 1525 South Sixth Street, Springfield, Illinois 62703, execute this contract this 1st day of July 1991 and hereby agree as follows:

A. DECLARATIONS - The Agency is an organizational unit in the Executive Branch of the Government of the State of Illinois. It operates under authority granted by the Illinois Environmental Protection Act and other applicable State and Federal laws and regulations.

B. LAWS AND CONSTITUTION - This Agreement is subject to the applicable Laws and Constitution of the State of Illinois. The Contract shall comply with any and all provisions of law and regulations pursuant thereto, and now in effect.

Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims.

C. BRIBERY - The Consultant has not been convicted of bribery or attempting to bribe an officer of the State of Illinois, nor has the Consultant made an admission of guilt of such conduct which is a matter of record.

D. PROJECT ASSIGNMENTS -

1. Project assignments shall be at the sole discretion of the Agency.

a. The Agency shall award projects on a random basis until each prime consultant has one project. Subsequent project assignments will be based upon the achievement of total cost parity among competing consultants, quality of performance on previous project assignments, continuity of work by the same consultant on sequential phases of a project, a unique ability possessed by the consultant to do certain types of work, potential conflict of interest, double scheduling of staff or equipment, excessive use of subcontractors and/or subconsultants, or any other indication of a potential for unsatisfactory performance.

b. All projects assigned to the consultant pursuant to this contract shall be assigned by a written, fully executed amendment to this contract. All amendments for assigned projects shall be designated as Paragraph FF. hereto, and shall be numbered consecutively starting with number one (1), for the life of this contract.

2. The Agency shall prepare a Scope of Work (SOW) for each new project. The Agency shall send the SOW to the selected prime consultant for the preparation of a Proposal Work Plan (PWP).

3. Within 30 days of the date of receipt of the SOW, the Consultant shall submit to the Agency a PWP as set forth in Paragraph E(2). The Consultant may elect not to submit a PWP for any project or phase of a project; however, if the Consultant fails to submit the PWP within such 30 day period of time, the Agency shall disqualify the Consultant from further consideration for that specific phase of that particular project.

4. Subsequent to the Agency's acceptance of the PWP:

a. The Agency and the Consultant shall amend this contract to include terms and conditions determined by the Agency to be necessary for the proper performance of the work and payment to the Consultant;

b. Following the amendment of the contract pursuant to Paragraph D(1)(b) and D(4)(a), the Agency shall issue a Notice To Proceed; and

c. The Consultant shall initiate work on the project within a period of time specified by the Agency, but which shall not exceed ten (10) calendar days from the date of receipt of the Notice To Proceed pursuant to Paragraph D(4)(b). If the Consultant fails to initiate work within the specified period of time, the Agency may disqualify the Consultant from further consideration regarding that project and may select another Consultant.

#### E. WORK STATEMENT -

1. General. As directed by the Agency, the Consultant shall furnish all personnel, materials and services necessary for or incidental to:

a. Preparation of a Proposal Work Plan (PWP); and

b. Performing the phases of Remedial Investigations/Feasibility Studies (RI/FS), Remedial Design (RD), Remedial Action Oversight (RAO) or other A/E related services for those projects, or portions thereof, awarded to the Consultant pursuant to Paragraph D.

2. Proposal Work Plan (PWP). The PWP shall consist of a work plan which provides a project description and outlines the overall technical approach, complete with corresponding personnel requirements, activity schedules, deliverable due dates and budget estimates for each of the special tasks. The PWP shall include, but not necessarily be limited to, the following:

a. Administrative Outline -- The Consultant shall provide an outline of the work phase(s) (RI/FS, RD, RAO, or other A/E related services) requested by the Agency which encompasses technical approach to each SOW task or any additional tasks the Consultant believes is necessary, personnel requirements, a detailed cost breakdown for labor, equipment, supplies, and other direct costs for the project and a schedule for implementation that is consistent with the requirements set forth in the Agency's SOW.

b. Conflict of Interest Statement -- The Consultant by executing this contract is determined to be the recipient of trust fund monies. As a recipient of trust fund monies, the consultant shall neither perform work under this contract at State Remedial Action Priority Listing (SRAPL) sites where the Consultant is a potential Responsible Party (PRP) nor enter into contracts with PRPs to perform work at any SRAPL site where a conflict of interest may arise. Therefore, the Consultant is required to submit a Conflict of Interest Statement to the Agency simultaneously with the submission of each PWP. The Agency has determined that participation in any remedial program at a SRAPL site by a consultant that is either a PRP at that site or works for a PRP at that site could create an organizational conflict of interest in that either the Consultant would be placed in a position where its interests would conflict with its ability to perform the required and necessary work properly or the Agency would be placed in a position which would either jeopardize or compromise its enforcement action at that site. Therefore, the Consultant shall submit a Conflict of Interest Statement with each PWP and the Statement shall contain the following as applicable:

- (1.) Information concerning itself, its parent company and/or any subsidiary if either it, its parent or its subsidiary is a PRP at the site;
- (2.) Information about itself, its parent company, and/or any subsidiary where it, its parent, or its subsidiary has clients which are PRPs at the site;
- (3.) A statement that to the best of its knowledge and belief neither itself, its parent company, its subsidiaries, its clients, its parent company's clients, nor its subsidiaries' clients are PRPs at the site; and
- (4.) A statement that it shall immediately disclose to the Agency all conflict of interest information discovered about either itself, its parent company, its subsidiaries, its clients, its parent company's clients or its subsidiaries' clients discovered after submitting a PWP for any site.

### 3. Remedial Investigation and Feasibility Study (RI/FS) Phase

a. The RI/FS shall include, but not necessarily be limited to a Remedial Investigation Work Plan, Detailed Site Investigations and Analysis, Risk Assessment, Remedial Investigation Report, Development and Evaluation of Remedial Alternatives, Conceptual Design/Final Report and Community Relations Support.

b. The Consultant shall generally perform the RI/FS consistently with USEPA's current Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (OSWER Directive 9355.3-01 March, 1988 Draft, as amended). The purpose of this guidance is to provide the Consultant with an outline of the RI/FS process. There may be occasion for flexibility in the RI/FS process, with SOWs tailored to meet site-specific needs. The Agency and the Consultant will thoroughly consider the site conditions, scheduling constraints, and budget limitations when developing the site-specific SOWs to ensure that the



RI/FS efficiently provides necessary information to support the evaluation of remedial alternatives and the selection of the remedy. The model SOW for an RI/FS is set forth in the Agency's RFP for Architectural/Engineering Consultant Services for State and Federal Multi-site Work in Illinois, Sec. III. dated March 22, 1991, as amended. This model shall be followed by the Consultant unless a site-specific modified version is issued by the Agency.

c. Remedial Investigation Work Plan. The Remedial Investigation Work Plan shall consist of the following components:

(1.) Health and Safety Plan. A Health and Safety Plan (HSP) shall be developed to protect the health and safety of personnel involved in the remedial investigation and the surrounding public. The elements of this Plan shall be as set forth in Appendix B to OSWER Directive 9355.3-01, March, 1988. The plan will be consistent with:

- i. Section 111(c)(6) of CERCLA;
- ii. USEPA Order 1440.1 - Respiratory Protection;
- iii. USEPA Order 1440.3 - Health and Safety Requirements for Employees Engaged in Field Activities;
- iv. USEPA Occupational Health and Safety Manual;
- v. Other USEPA guidance as provided;
- vi. State safety and health statutes;
- vii. OSHA regulations per 29 CFR 1910-1926;
- viii. Site conditions; and
- ix. USEPA Interim Standard Operating Safety Guide.

(2.) Quality Assurance Project Plan. When specifically directed by the Agency, (see paragraph E(9)), the Consultant shall prepare and submit a Quality Assurance Project Plan (QAPP). The QAPP shall be prepared in accordance with "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" (QAMS-005/80, USEPA, December, 1980), requirements of the USEPA's Contract Laboratory Program, the requirements of the Illinois Contract Laboratory Program (See Attachments LS-A, LS-B, LS-C, and LS-D hereto) and "Preparation of State-Lead Remedial Investigation Quality Assurance Plans for Region V." The QAPP must be approved by the IEPA prior to any sampling and analysis. The elements of a QAPP shall be as set forth in the Agency's RFP for A/E Consulting Services for State and Federal Multi-site Work in Illinois, Sec. III., dated March 22, 1991.

d. Site Sampling Plan. The Consultant shall prepare and submit a Site Sampling Plan (SSP) in conjunction with the QAPP, if a QAPP is necessary, or a stand alone sampling plan if a QAPP is not necessary. The elements of an SSP shall be as set forth in the Agency's RFP for A/E Consulting Services for State and Federal Multi-site Work in Illinois, Sec. III. dated, March 22, 1991.

e. Detailed Site Investigation and Analysis. A variety of investigations and sampling programs may be required to characterize the site. These may include any or all of the following: Geophysical studies; hydrogeologic and/or hydrologic investigations; groundwater, surface water, soil/sediment, air, waste, or biota sampling, and any additional

environmental studies that may be necessary. Technical Memorandums detailing the results of each sampling effort or combined work by phase generally will be required.

f. Remedial Investigation Report. The RI report is a summary of all site investigations and provides the basis for an assessment of remedies for site hazards. The data gathered and generated in the site investigations and sampling programs are summarized and discussed in detail. A site risk assessment is usually included that relates the existing site conditions and analytical data to real and potential public health or environmental risks. Several review meetings will be held between the Agency and the Consultant to discuss the development and completion of the draft report.

g. Development and Evaluation of Remedial Alternatives. The Consultant, utilizing the results of the Remedial Investigation and Remedial Action Goals shall develop a limited number of alternatives using the current aforementioned FS guidance consistent with CERCLA/SARA and the NCP. Upon screening these alternatives, with input from the Agency on Applicable or Relevant and Appropriate Requirements (ARARs), the Consultant shall develop and then evaluate the required range of alternatives using the current "nine criteria" and recommend feasible alternatives to the Agency in a report for public comment.

h. Conceptual Design/Final Report. Upon selection of the remedy by the Agency after issuance of a proposed plan and after public comment, the Consultant shall prepare a pre-design report and conceptual engineering package for the remedy outlining the approach including schedule implementation, institutional requirements, phasing considerations, design criteria, preliminary site layouts, a cost estimate, and operation and maintenance requirements and duration. A final report outlining the feasibility study with the selected remedy may also be prepared.

i. Community Relations Support. Community Relations Programs will be developed and administered by the Agency. Upon request by the Agency, the Consultant shall provide technical assistance at public meetings and in the preparation of fact sheets and the public comment responsiveness summary.

#### 4. Remedial Design (RD) Phase

a. The RD shall include, but not necessarily be limited to, the preparation of a Quality Assurance Project Plan and Safety Plan, and the preparation of Construction Plans, Specifications, and Bidding Documents.

b. The Consultant shall generally perform the RD consistent with the USEPA Superfund Remedial Design and Remedial Action Guidance Document (OSWER Directive 9355.0-4, June, 1986). The model Statement of Work (SOW) set forth in the Agency's RFP for Architectural/Engineering Consultant Services for State and Federal Multi-site Work in Illinois, Sec. IV., dated March 22, 1991, shall be followed unless a modified version is issued by the Agency.

c. Quality Assurance Project Plan and Site Safety Plan. Preparation of these documents shall be in accordance with the requirements set forth in Paragraphs E(3)(c)(1) and E(3)(c)(2); however, these documents shall be developed specifically for construction of the selected remedy.

d. Construction Specifications and Bidding Document. These documents shall include plans and general and technical specifications for bidding and selection of a Remedial Action contractor to implement the selected remedy.

5. Remedial Action Oversight (RAO) Phase

a. The RAO shall include, but not necessarily be limited to, Bid Proposal Preparation/Review and Remedial Action Oversight.

b. The Consultant shall generally perform the RAO consistent with the USEPA Superfund Remedial Design and Remedial Action Guidance Document (OSWER Directive 9355.0-4, June, 1986). The model Statement of Work (SOW) set forth in the Agency's RFP for Architectural/Engineering Consultant Services for State and Federal Multi-site Work in Illinois, Sec. IV., dated March 22, 1991, shall be followed unless a modified version is issued by the Agency.

c. Remedial Action Oversight shall include, but not necessarily be limited to:

(1.) Providing appropriate resident inspection personnel during the course of a remedial action project;

(2.) Advising the Agency on engineering interpretation of the site's plans and specifications;

(3.) Assisting the Agency in interpreting impact on the design of proposed changes and preparing sketches and/or revised drawings in a timely manner to aid in the preparation of remedial action contract modifications;

(4.) Assisting the Agency and the Contractor's staff in resolving design problems associated with interpretation of contract plans and specifications;

(5.) Documenting design field changes that occur during the Remedial Action and assisting in the preparation of subsequent change orders;

(6.) Scheduling and administering preconstruction meetings, periodic progress meetings and specially called meetings. Specifically, this will include agenda preparation, meeting arrangements, recording and distribution of minutes; and

(7.) Assisting during prefinal/final remedial action inspections and project closeout.

6. Bid Proposal Preparation/Review. The Consultant shall assist the Agency in its bidding process for remedial action. This includes attendance at the pre-bid meeting to provide technical support. The Consultant shall also be present when sealed bids from qualified contractors are opened. The Consultant shall assist IEPA in reviewing the bidding documents for consistency with approved plans and specifications, tabulation accuracy and responsiveness to other applicable requirements.

7. Special Assignments. The Consultant may be asked to provide technical services to support Enforcement Activities and/or other special types of activities which are not specifically required in the standard fund-financed Superfund Project phases detailed herein. SOWs for these types of activities will be issued by the Agency when these special projects become necessary.

8. Project Reporting Requirements.

a. Project reporting requirements shall include but not necessarily be limited to Project/Task Control and Reports.

b. Project/Task Control.

(1.) The Consultant shall carry out this project/task(s) under the direction and control of the Agency.

(2.) Although there will be continuous liaison with the Consultant, the Agency Project Manager will meet or confer with the Consultant's project manager at the discretion of the Agency, for the purpose of reviewing progress and providing necessary guidance to the Consultant in solving problems that arise.

(3.) The Consultant shall submit timely brief written monthly summaries of progress that outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; daily field activity logs; problems, real or anticipated, that should be brought to the attention of the Agency; notification of any significant deviation from previously agreed-upon work; and cash flow showing budget, current expenses, projected expenses, and explanations of budget deviations for each major task.

c. Reports. The following reports shall be prepared by the Consultant and submitted to the Agency for the Agency's review and approval:

(1.) Monthly progress reports, as previously described;

(2.) Draft and Final Preliminary Site Investigation Report and Work Plans (as applicable by site assignment);

(3.) Draft and Final RI Work Plans and Draft and Final RI Report (as applicable by site assignment);

(4.) RI technical memoranda for Geophysical Studies, hydrogeologic/hydrologic work, groundwater sampling, surface water sampling, soil/sediment sampling, air quality sampling, Biota

sampling, and site risk assessment (as applicable by site assignment). The technical memoranda should summarize the field data collection techniques, and include an evaluation of the data and its quality;

(5.) Daily field logs shall be maintained and turned in at the conclusion of the RI/FS;

(6.) Draft and Final FS Work Plans and Draft, Public Comment and Final FS Reports (as applicable by site assignment), and conceptual pre-design package;

(7.) Partially completed (30%, 60%, 95%) and final remedial action plans and specifications, bi-monthly construction progress reports, and other construction deliverables (as applicable by site assignment); and

(8.) Technical reports summarizing the details and results of special assignments.

9. Laboratory Services. Laboratory services shall normally be provided by the Agency through its Contract Laboratory Program (CLP). The consultant shall send samples to laboratories as directed by the Agency. However, in the event the CLP does not have the capacity or capability to accept additional samples, the consultant shall use their USEPA and IEPA approved laboratory (see paragraph E(3)(c)(2)), as directed by the Agency. These laboratory services shall be provided by the consultant in accordance with Attachments LS-A, LS-B, LS-C, and LS-D hereto, which are hereby incorporated by reference into and made a part of this contract.

#### F. COSTS -

##### 1. Ceiling Amounts:

a. The ceiling amount for the satisfactory performance of each project assigned by the Agency under this contract shall be established by a fully executed amendment to this contract.

b. The ceiling amount established for each project can be either increased or decreased only by fully executed amendments to this contract.

c. Change Orders: All changes in the scope of work, level of effort, or approved cost of any project shall be instituted by Agency approved Engineering Services Change Orders. Approved Change Orders shall be incorporated into this contract by written and fully executed amendments to this contract. Therefore, all work performed by the Consultant or costs incurred by the Consultant beyond that approved by the Agency in writing for any project shall be performed and incurred at the Consultant's own risk.

##### 2. Performance Payment:

Payment for the performance of the work assigned by the Agency under this contract shall be on a cost plus fixed fee basis only.

3. PWP Reimbursement and Penalties:

- a. The Consultant shall be paid on a cost plus fixed fee basis for the preparation of Proposal Work Plans (PWP), not to exceed \$10,000.00 per PWP.
- b. The Consultant shall not be penalized by the Agency for not preparing a PWP when tasked to do so by the Agency.

4. Direct Labor:

- a. The Consultant shall be paid the direct labor rates specified in the Consultant's Best and Final Rate and Fee Proposal dated June 12, 1991 between the date of execution of this contract and June 30, 1992, which is hereby incorporated by reference into this contract as Attachment A hereto.
- b. The Consultant shall not use personnel in labor grades other than those set forth in Attachment A for the performance of work at projects under this contract without prior approval from the Agency.
- c. (1.) If this contract is extended for the first year under Paragraph H(1)(a), the Consultant shall be allowed to increase the Agency approved labor rates set forth in Attachment A hereto by up to five percent (5%). Prior to June 15, 1992, the Consultant shall submit updated Attachment A to the Agency for approval and incorporation into this contract. This updated attachment shall reflect the labor rate increases, if increases are taken. No new labor rate shall exceed 105 percent of the previous year's Agency authorized labor rate for the same labor grade classification.  
  
(2.) If this contract is extended for the second year under Paragraph H(1)(b), the Consultant shall be allowed to increase the Agency approved labor rates set forth in the updated Attachment A hereto by up to five percent (5%). Prior to June 15, 1993, the Consultant shall submit updated Attachment A to the Agency for approval and incorporation into this Contract. This updated attachment shall reflect the labor rate increases, if increases are taken. No new labor rate shall exceed 105 percent of the previous year's Agency authorized labor rate for the same labor grade classification.
- d. If the Agency approves overtime worked by the Consultant, the Agency shall reimburse the Consultant for the approved overtime worked at the rate of 1.5 times the Agency approved base labor rates of nonprofessional employees (T-1 and T-2) and at the rate of 1.0 times the Agency approved base labor rates of professional employees (P-1 and above).

5. Equipment and Supplies:

a. The Consultant shall be paid the rates for equipment usage and for expendable supplies as set forth in the Consultant's Best and Final Rate and Fee Proposal dated June 12, 1991, Attachment A hereto, for the life of this contract.

b. If the Consultant is required by the Agency to use equipment or supplies which are not listed on Attachment A hereto, the Agency shall pay the rates for the usage of such equipment and supplies as set forth in the Agency approved Consultant's Standard Equipment and Supplies Rate Sheet, which is hereby incorporated into this contract as Attachment B hereto. If there is a conflict between the rates set forth in Attachment A hereto and Attachment B hereto, the rates in Attachment A shall control.

c. For the duration of this contract, any equipment or supplies used by the Consultant which are not already listed on Attachments A or B hereto, shall be listed on Attachment B without an amendment being necessary. The usage rates for such equipment and supplies shall be as negotiated in good faith between the Consultant and the Agency.

d. Prior to June 15 of each year of this contract, the Consultant shall submit updated Attachments A and B to this contract to the Agency. However, the usage rates for the equipment and supplies on these Attachments shall not be increased from the initial Agency approved usage rates.

6. Fixed Fee Profit:

a. The fixed fee (profit) amount for each project shall be established by the Consultant, approved by the Agency, and set forth in a fully executed amendment to this contract.

b. Unless otherwise approved by the Agency in writing, the fixed fee or profit for any project assigned under this contract shall not exceed 10 percent of the total cost of the project and, furthermore, shall not exceed the amounts set forth below:

- (1.) 14 percent of the direct labor costs;
- (2.) 10 percent of the indirect expense costs;
- (3.) 6 percent of the other direct costs; and
- (4.) 6 percent of the subcontract costs.

7. Indirect Expense Rate:

a. The Consultant's Agency approved Indirect Expense rate of 168.81 percent, set forth in the Consultant's Best and Final Rate and Fee Proposal shall be used for all work performed pursuant to this contract between the execution date of this contract and June 30, 1992. The Indirect rate shall be applied to base labor rates only.

- b. If the Agency grants a first one year extension of this contract, the Indirect Expense rate applicable to the first extension year shall be 171.81 percent of direct labor.
- c. If the Agency grants a second one year extension of this contract, the Indirect Expense rate applicable to the second extension year shall be 174.81 percent of direct labor.

8. Other Direct Expenses:

The following price restrictions shall apply to other direct expenses subject to be accrued by the Consultant in the performance of this contract.

- a. Hotel Accommodations: The Agency shall pay State rates, as amended, only.
- b. Per diem: The Agency shall pay State rates, as amended, only.
- c. Mileage: The Agency shall pay State rates, as amended, only.
- d. Air Fare: The Agency shall pay a maximum of \$600.00 air fare for an Agency approved round trip coach class from any corporate office location to an Illinois destination. If the Consultant chooses to travel first class, the Agency shall pay only coach fare rates and not more than \$600.00 per round trip. Consultant's personnel travelling from a corporate office to an Illinois destination without prior Agency approval do so at risk of the Agency not paying for those travel costs.
- e. Car Rental: The Agency shall pay a maximum of \$50.00 per day, plus mileage, for car rentals.
- f. Miscellaneous: The Consultant shall be reimbursed on an actual cost basis for all other direct costs not specifically cited herein.

9. Laboratory:

When directed by the Agency to use their own USEPA and IEPA approved Laboratory (see paragraphs E(3)(C)(2) and E(9)), the Consultant shall be paid the Agency approved laboratory analyses rates set forth in the Consultant's Best and Final Rate and Fee Proposal, incorporated into this contract as Attachment A hereto. Except when using IEPA CLP laboratories, the Consultant shall be paid these rates regardless of the laboratory used. The Agency approved rates set forth in Attachment A hereto shall be valid for the life of this contract.

10. Billings:

- a. The Consultant shall submit invoices to the Agency using fully documented Agency Standard Billing Forms. The Consultant shall bill the Agency not more often than every four (4) weeks for partial payment on account for work completed to date. For each billing, the Consultant shall supply as a minimum, the following:

- (1.) LABOR: employee classification, number of hours worked, hourly rate and dates worked;



(2.) EQUIPMENT: equipment classification, number hours/days used, appropriate rate and the dates used;

(3.) SUPPLIES: type of supplies used, appropriate rate and the dates used;

(4.) LABORATORY RATES: types of laboratory samples analyzed, appropriate rate and date performed;

(5.) TRAVEL COSTS: method of travel, per diem, appropriate rates and date of travel;

(6.) OUTSIDE PURCHASES: outside purchases should be documented by copies of billings or receipts from an outside vendor; and

(7.) SUBCONTRACTOR: subcontractor charges should be documented by copies of billing from subcontractor.

b. If a rate billed is either not found on or is different than the approved rate found on the Attachments hereto, it will not be paid until corrected.

c. Completed invoices shall be submitted to:

Illinois Environmental Protection Agency  
Attn: Fiscal Services  
Post Office Box 19276  
Springfield, Illinois 62794-9276

d. The Contractor shall submit the final invoice to the Agency within thirty (30) days after the Contractor completes full performance of the project/task assigned under this contract.

#### 11. Retainage:

The Agency shall withhold five percent (5%) of the total cost plus fixed fee of each project assigned under this contract. For each project, the five percent withheld shall be the final five percent of the total cost plus fixed fee for the project. The five percent withheld for each project shall be retained until the applicable project has been completed to the satisfaction of the Agency and the Consultant has submitted an invoice for the retainage and a signed and properly notarized Affidavit of Subcontractor for every subcontractor used during the project. If the Consultant fails to satisfactorily complete the project assignment in a reasonable period of time, the Agency shall withhold from the Consultant that portion of the retainage necessary for the satisfactory completion of the work.

#### 12. Final Payment:

Upon satisfactory completion of work performed under this contract, as a condition before final payment under this contract or as a termination

settlement under this contract, the Consultant shall execute and deliver to the Agency a release of all claims against the Agency arising under, or by virtue of, this contract, except claims which are specifically exempted by the Consultant to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Agency's claims against the Consultant or his sureties under this contract or applicable performance and payment bonds.

The Agency will promptly, upon acceptance of the final submission of work associated with each project/task, pay the Consultant a sum equal to 100% of the compensation set forth in the dollar obligation less the total of all previous partial payments paid or in the process of payment, and any forfeitures made including but not limited to any amounts due the Agency for liquidated damages and/or forfeitures of any amounts of retainage necessary for the Agency to satisfactorily complete the project or project phase assignment which the Consultant failed to complete.

13. Price Reduction for Defective Cost and Pricing Data:

a. The Consultant and Subcontractors, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated subagreements, lower tier subagreements and change orders is based on current, accurate and complete data supported by their books and records. If the Agency or USEPA determines that any price (including profit) negotiated in connection with this contract, lower tier subagreement or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the Agency shall modify the contract in writing to reflect such action.

b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

G. CONTRACT PERIOD - This contract shall be in effect from the date of execution through June 30, 1992, unless the contract is terminated pursuant to Paragraph I or extended pursuant to Paragraph H.

H. CONTRACT EXTENSION -

1. The Agency may issue up to two, one-year extensions of this contract.

a. If the Agency notifies the Consultant of a one-year extension of this contract by June 30, 1992, this contract shall be extended until June 30, 1993.

If the Agency does not notify the Consultant of this one-year extension by May 31, 1993, the Consultant shall initiate measures to assure an orderly transfer of work from the Consultant to the Agency or another Consultant.

b. If the Agency notifies the Consultant of a second one-year extension by June 30, 1993, this contract shall be extended until June 30, 1994.

If the Agency does not notify the Consultant of the second one-year extension by May 31, 1993, the Consultant shall initiate measures to assure an orderly transfer of work from the Consultant to the Agency or another Consultant.

c. Any extension of this contract shall be at the sole discretion of the Agency.

d. All terms and conditions of this contract shall remain in effect during all extensions of this contract.

2. The Consultant shall, at the discretion and direction of the Agency, complete any and all project phases in progress at the end of the initial year's contract (June 30, 1992) and at the end of each subsequent year's extension thereof if, in the opinion of the Agency, the best interests of the State would be served by allowing the Consultant to complete the phase or phases in progress. This policy shall apply even in the event this contract is not extended for the second or any subsequent years and at the termination of the third and final year of this contract on June 30, 1994.

#### I. TERMINATION -

1. This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party prior to termination.

2. This agreement may be terminated in whole or in part in writing by the Agency for its convenience, provided that the Consultant is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party prior to termination.

3. If termination for default is effected by the Agency, an equitable adjustment in the price provided for in this agreement shall be made, but 1) no amount shall be allowed for anticipated profit on unperformed services or other work, and 2) any payment due to the Consultant at the time of termination may be adjusted to cover any additional costs to the Agency because of the Consultant's default. If termination for default is effected by the Consultant, or if termination for convenience is effected by the Agency, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Consultant relating to commitments which had become firm prior to the termination.

4. Upon receipt of a termination action under paragraphs 1 or 2 above, the Consultant shall 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Agency

all data, drawings specifications, reports estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement, whether completed or in process.

5. Upon termination under paragraphs 1 or 2 above, the Agency may take over the work and may award another party to complete the work under this agreement.

6. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Agency. In such event, adjustment of the price provided for in this agreement shall be made as provided in paragraph 3 of the clause.

J. REMEDIES - Except as may be otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between the Agency and the Consultant arising out of, or relating to, this agreement or the breach of, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

K. AMENDMENTS - This contract and any attachments hereto constitute the entire contract between the parties. No amendment to this Agreement shall take effect until approved by the Agency and consultant in writing.

L. AUDIT: ACCESS TO RECORDS - The Consultant's records related to work performed under this contract shall be open and available for copying to authorized auditors representing the Agency, the U.S. Environmental Protection Agency, the U.S. Department of Labor or the Comptroller General of the United States for a period of three years following the final completion of all work and payments required by the terms of this contract.

M. INTEREST OF CONSULTANT - For each project tasked, the Consultant shall covenant that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

N. SUBCONTRACTS -

1. Any subcontractors and outside associates or consultants required by the Consultant in connection with the services covered by this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as specifically authorized by the Agency during the performance of this agreement. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior approval of the Agency.

2. The Consultant shall not subcontract services, exclusive of laboratory and drilling services, in excess of 35% of the cost of the project assignment without the prior written approval of the Agency.

3. The Consultant shall not subcontract unless such subcontracting is consistent with 40 CFR 35, Subpart O.

4. The Consultant shall submit to the Agency a copy of each contract which it enters into with subcontractors. The Consultant shall submit this copy to the Agency within seven (7) days of the date on which the Consultant enters into the contract with the Subcontractor.

O. EQUAL EMPLOYMENT OPPORTUNITY - The Consultant agrees to comply with the Illinois Human Rights Act, the Rules and Regulations of the Illinois Department of Human Rights, Civil Rights Act of 1964, Department of Labor regulations (41 CFR Part 60), and any other laws, regulations or orders, state or federal, which prohibit discrimination on the grounds of race, sex, color, religion, national origin, or handicap.

In the event of the Consultant's noncompliance with any provision of any such law, regulation or order, the Consultant may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

P. CHANGES -

1. The Agency may at any time, by written order make changes within the general scope of this contract in the service or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any service under this contract, whether or not changed by any order, the Agency shall make an equitable adjustment and modify this contract in writing. The Consultant must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the Agency's Notification of Changes, unless the Agency grants additional time before the date of final payment.

2. No services for which the Consultant will charge an additional compensation shall be furnished without the written authorization of the Agency.

3. The Agency has the absolute right to approve or disapprove any proposed Consultant changes in project staff of job classification P-2 and above from those listed in the Consultant's Statement of Qualifications and/or Technical Proposal. The Agency, in each instance, will be provided with a resume of the proposed substitute and an opportunity to interview that person at the Consultant's expense, prior to giving its approval or disapproval.

Q. PROJECT MANAGER(S) - The Agency's Project Manager responsible for monitoring the technical activities for a project(s) under this contract will be identified in each project/task's scope of work which will become part of this contract. The Agency's Project Manager is not authorized to make any commitments or authorize any changes which affect the contract price, terms or conditions. Any such proposed changes shall be initiated by the Consultant in a formal written change order and subsequently approved by the Agency.

R. ASSIGNMENTS - Neither this Agreement nor any interest therein, or claimed thereunder, shall be assigned or transferred by Consultant except as specifically authorized by the Agency.

S. LIABILITY OF THE AGENCY AND APPROPRIATION CONTINGENCY - The Consultant agrees that no personal claim shall be made of, or honored by, any independent contractor of the Agency, employee of the Agency, or member of the Agency by reason of any provision of this Agreement. If the appropriation of funds by the General Assembly of the State of Illinois available for payment of contractual services is exhausted, neither any other State agency nor office nor any independent Contractor, employee or member of the Agency will be obligated to pay the Consultant anything under the terms of this Agreement, and the Consultant will not be obligated to render service under this Agreement after such exhaustion. The Agency shall make a positive effort to notify the Consultant prior to such exhaustion.

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

T. RESPONSIBILITY OF THE CONSULTANT -

1. The Consultant is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the Consultant under this agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

2. The Consultant shall perform the professional services necessary to accomplish the work specified in this agreement in accordance with this agreement and applicable IEPA requirements in effect on the date of execution of this agreement and amendments thereto.

3. The Agency's approval of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. The Agency's review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this agreement.

4. The Consultant's obligations under this clause are in addition to the Consultant's other express or implied assurances under this agreement or State law and in no way diminish any other rights that the Agency may have against the Consultant for faulty materials, equipment or work.

5. The Consultant shall perform this contract and any project assignment made thereunder in a manner satisfactory and acceptable to the Agency, which shall be the sole judge of quality of performance.

U. INSURANCE - The Consultant expressly warrants that it maintains and shall maintain for the life of this agreement Insurance for liability arising from the Workman's Compensation and Occupational Diseases Act, and for automobile or any other public or private liability claims arising from the Consultant's operations. At the Agency's option, the Contractor shall deliver to the Agency Certificate(s) of Insurance evidencing such coverage.

V. INDEMNITY - The Consultant hereby assumes entire responsibility, risk, and liability for any and all loss or damage to property owned by Consultant, the Agency or third persons, any injury to or death of any persons (including employees of the Consultant) caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract, and Consultant shall indemnify and save harmless the Agency, Agency employees and agents, and the State of Illinois from all claims for any such loss, damage, injury or death, except when caused by the negligence of the Agency, or its agents or employees, or except as otherwise provided in Public Act 84-1445.

W. RESPONSE CONTRACTORS INDEMNIFICATION FUND -

1. Five percent (5%) of each payment to be made by the Agency under this contract shall be paid by the Agency directly into the Response Action Contractors Indemnification Fund rather than to the Consultant.

2. For each billing, the Consultant shall add to the total cost plus fixed fee, five percent (5%) of the total cost plus fixed fee as a separate "Other Direct Cost" line item. The consultant shall not add any profit on the five percent (5%) addition to the billing and, furthermore, the Consultant shall not in any way otherwise include the five percent (5%) addition or any profit thereto to the billing as an expense.

3. The five percent (5%) paid by the Agency directly into the Response Action Contractors Indemnification Fund shall be calculated against the Consultant's total cost plus profit only and shall not include five percent (5%) of the five percent (5%) added to the total cost plus profit by the Consultant.

4. Except as provided in Paragraph W(2) above, the Consultant shall not include any portion of the five percent (5%) payment by the Agency under Paragraph W(1) above as an expense in any billing to the Agency.

X. FINDINGS CONFIDENTIAL - Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the Agency requests to be kept confidential as required by the Illinois Environmental Protection Act (Illinois Revised Statutes, 1983, Chapter 111 1/2, Sections 1007 and 1007.1) shall not be made available to any individual or organization by the Consultant without the prior written approval of the Agency.

The Consultant shall not provide data generated or otherwise obtained in the performance of its responsibilities under this contract to any party other than State and Federal agencies and their authorized agents.

Y. COVENANT AGAINST CONTINGENT FEES - The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warrant, the Agency shall have the right to annul this agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Z. DISCLOSURE - The Consultant's proposal, as well as this contract and attachments hereto, may be subject to disclosure under P.A. 83-1013, known as the "Freedom of Information Act", and Section 7 and 7.1 of the Environmental Protection Act.

AA. NEWS RELEASES - News releases pertaining to this contract or the services, study, data, or project to which it relates will not be made without prior written approval from this Agency, and then only in accordance with the instructions from the Project Manager. No results of the program are to be released without prior approval of the Project Manager and then only to persons designated.

BB. LIQUIDATED DAMAGES -

1. The Consultant shall pay liquidated damages to the Agency if the Consultant fails to complete the assigned project by the date specified in the work schedule approved by the Agency. The amount of the liquidated damages shall be as set forth below:

a. If the project is not completed on the date specified in the approved work schedule, the Consultant shall pay liquidated damages to the Agency in an amount equal to:

(1.) Ten percent (10%) of the Consultant's fixed fee for those portions of the project performed and to be performed on a cost plus fixed fee basis; and

(2.) Ten percent (10%) of the Consultant's profit for those portions of the project performed and to be performed on a time and materials basis; and

b. If the project is not completed within thirty (30) days of the date specified in the approved work schedule, in addition to the liquidated damages paid under Paragraph BB(1)(a), the Consultant shall pay additional liquidated damages to the Agency in an amount equal to:

(1.) Ten percent (10%) of the Consultant's fixed fee for those portions of the project performed and to be performed on a cost plus fixed fee basis; and



(2.) Ten percent (10%) of the Consultant's profit for those portions of the project performed and to be performed on a time and materials basis.

c. If the project is not completed within sixty (60) days of the date specified in the approved work schedule, the Consultant shall pay liquidated damages to the Agency in an amount equal to:

(1.) The Consultant's entire fixed fee for those portions of the project performed and to be performed on a cost plus fixed fee basis; and

(2.) The Consultant's entire profit for those portions of the project performed and to be performed on a time and materials basis.

2. a. Liquidated damages shall not be due under Paragraph BB(1) for delays caused by events beyond the reasonable control of the Consultant which could not have been overcome by due diligence.

b. If any event occurs which causes delay in the completion of the project by the date specified in the Work Plan, the Consultant shall have the burden of proving that the delay was caused by events beyond the reasonable control of the Consultant which could not have been overcome by due diligence.

c. The Consultant shall promptly notify the Agency's Project Manager orally and shall, within seven (7) days of such oral notification, notify the Agency in writing of the anticipated length and cause of the delay, the measures taken and/or to be taken to prevent and minimize the delay, and the timetable by which the Consultant intends to implement these measures.

d. If the Agency finds that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of the Consultant, the time for completion of the project shall be extended for a period equal to the delay resulting from such circumstances.

e. The Consultant shall adopt all reasonable measures to avoid or minimize delay.

f. Failure of the Consultant to comply with the notice provisions of Paragraph BB(2)(c) shall render Paragraph BB(2) void and shall constitute a waiver of the Consultant's right to contest the liquidated damages which are due pursuant to Paragraph BB(1) and which result in whole or in part from the delay.

g. Increased costs for the performance of the project or changed economic circumstances shall not be considered circumstances beyond the control of the Contractor.

3. The liquidated damages set forth in Paragraph BB are in addition to any other penalties, damages or relief which may be available under law.

CC. AGENCY'S RIGHT TO SITE VISITATION AND WORK VERIFICATION - The Agency shall have the right to visit the site tasked to the Consultant to discuss with the Consultant his work activities and to inspect or verify work that has or is being done.

DD. CONFLICT OF INTEREST - The Consultant shall not accept employment from any party other than State or Federal agencies for work directly related to the site(s) covered under this contract for a period of three years from termination of the contract, or until any litigation related to the site(s) is completed, whichever is longer, unless it has received a written release from this restriction from the contracting State agency, including an EPA concurrence.

EE. TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS DISCLOSURE CERTIFICATION

Under penalties of perjury, I certify that the FEIN or Social Security Number indicated below is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Partnership	<input type="checkbox"/> Governmental Entity	<input type="checkbox"/> Not-for-Profit Corp.
<input type="checkbox"/> Corporation	<input type="checkbox"/> Tax Exempt Organization	<input type="checkbox"/> Medical & Health Care
<input type="checkbox"/> Trust or Estate	<input type="checkbox"/> [IRC 501(a) only]	<input type="checkbox"/> Services Provider Corp.

The undersigned further declares that he has carefully examined the proposal, and form of contract and that he shall inspect in detail the site of any project assignments, and that he shall familiarize himself with all of the local conditions affecting the contract and the project assignment, and understands that in making this contract he waives all right to plead any misunderstanding regarding the same.

Hanson Engineers Incorporated

Illinois Environmental Protection Agency

BY *J. Eugene Revell*

BY *M. A. Gade*  
M. A. Gade, Director

37-0844717  
FEIN or Social Security No.

INTRA-AGENCY CONCURRENCE:

*William Childs*  
Division Manager

*J. E. Veltman*  
Fiscal Officer

**BEST AND FINAL  
RATE AND FEE PROPOSAL  
ARCHITECTURAL AND ENGINEERING  
SERVICES FOR STATE MULTI-SITE  
PROFESSIONAL SERVICES AGREEMENT**

***Prepared For***

Illinois Environmental Protection Agency  
Division of Land Pollution Control  
Springfield, Illinois

***Prepared By***

Hanson Engineers Incorporated  
1525 South Sixth Street  
Springfield, Illinois 62703

June 12, 1991



June 12, 1991

Illinois Environmental Protection Agency  
Division of Land Pollution Control  
Attn: John Steller  
2200 Churchill Road  
P.O. Box 19276  
Springfield, Illinois 62794-9276

Re: Best and Final  
Rate and Fee Proposal  
Architectural/Engineering Consultant Services  
For Federal and State Multi-Site  
Work in Illinois - Part II

Dear Mr. Steller:

Hanson Engineers Incorporated (HEI) is pleased to submit two copies of the Best and Final Rate and Fee Proposal, as referenced above.

The information presented in this proposal is consistent with the instructions and forms provided to us.

As discussed during our negotiation session, SAIC is our subconsultant for this procurement. HEI will utilize SAIC personnel for specialty items and expertise that cannot be performed by HEI. Therefore, our previous estimate of SAIC's use is "as much as 30% of the labor effort as necessary" is a maximum. This percentage will vary depending on the type of project assignment. It is conceivable that some assignments will not involve SAIC's assistance. It is HEI's intent to provide the most practical and cost effective team to work on IEPA projects.

It is HEI's intention to subcontract services (i.e., drilling) to small, women, and minority businesses.

In the Appendix, we have included a new overhead rate for HEI as determined by a recent audit by the Illinois Department of Transportation, since our negotiation meeting of May 28.

The rates quoted in the Best and Final Rate and Fee Proposal herein shall be valid for either 120 days from the deadline date stated herein (June 12th), or until they become contractual, whichever comes first.

Mr. George Jamison, our officer-in-charge for this procurement, and I are authorized representatives to negotiate this contract and are available to answer any questions or concerns at 788-2450. We look forward to working with IEPA on this important program.

Sincerely,

HANSON ENGINEERS INCORPORATED



Sergio (Satch) Pecori, P.E.  
Vice President

SAP\068



2005000  
JUN 12 1991  
IEPA

**Best and Final  
Rate and Fee Proposal**

# BEST AND FINAL MULTI-SITE A/E RATE & FEE PROPOSAL

Part I. page 1 - Direct Labor

This form is to be completed for the prime consultant personnel only. The IEPA will accept only one rate per labor grade.

Firm Name: Hanson Engineers, Inc.

List Labor Rates for Labor Grade Classifications only. Do not list Labor Rates for each individual.

List of Individuals Who Will Perform The RI/FS/RD/RAO Work by Office Location:

[illegible]

\* See Section III of this Section for definition of labor classifications - no other labor classifications shall be considered or listed.

MULTI-SITE A/E  
RATE & FEE PROPOSAL

Part I. page 2 - Direct Labor

This form is to be completed for the subconsultant A personnel only. The IEPA will accept only one rate per labor grade.

Firm Name: SAIC

The estimated overall percentage of the contract to be performed by this subconsultant is 30 percent.

List Labor Rates for Labor Grade Classifications only. Do not list Labor Rates for each individual.

List of Individual Who Will Perform The RI/FS/RD/RAO Work by Office Location:

<u>Name &amp; Office</u>	<u>Job Title (P/T)</u>	<u>*Labor Grade Classification</u>	<u>Raw Labor Rate (\$'s Per Hour)</u>
<u>SAIC - Various</u>	<u>Corporate Officer</u>	<u>P5</u>	<u>50.82</u>
<u>SAIC - Various</u>	<u>Prog Mgr/Sr. Scientist</u>	<u>P4</u>	<u>39.00</u>
<u>SAIC - Various</u>	<u>Mid Level Scientist</u>	<u>P3</u>	<u>27.00</u>
<u>SAIC - Various</u>	<u>Staff Scientist</u>	<u>P2</u>	<u>20.56</u>
<u>SAIC - Various</u>	<u>Entry Level Scientist</u>	<u>P1</u>	<u>15.81</u>
<u>SAIC - Various</u>	<u>Sr. Technician</u>	<u>T2</u>	<u>13.35</u>
<u>SAIC - Various</u>	<u>Jr. Technician</u>	<u>T1</u>	<u>8.25</u>
<u>SAIC - Various</u>	<u>Clerk/Secretary</u>	<u>Clerk/Secretary</u>	<u>12.00</u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
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\* See Section III of this Section for definition of labor classifications - no other labor classifications shall be considered or listed.



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PART II, page 4 - INDIRECT EXPENSE OVERHEAD RATES - PRIME CONSULTANT

This form is to be completed for the prime consultant only. The initial overhead rate shall be as negotiated between the prime consultant and the IEPA and as stated on the Best and Final Rate and Fee Proposal. The initial actual rate before negotiations shall be calculated by a CPA firm, a United States government agency, a State government agency, or the firm's internal audit section.

The overhead rate (multiplier) including salary overhead (fringe benefits) General and Administrative (G&A) overhead, and all other classes and categories of overhead, will be submitted as one percentage. This percentage will be the sum of the salary overhead (fringe benefits) rate, the General and Administrative (G&A) Rate, and any other overhead rate. Overhead rates will be applied against the direct raw labor cost only. The consultant shall be allowed to increase its overhead rate by 3 percentage points each State Fiscal Year simultaneously with the annual contract extension. (See Section II, "Overhead Rate").

Overhead rate calculated by: Illinois Department of Transportation

Accounting data used was from accounting year beginning: 1/1/90  
ending 12/31/90

Financial records and statements from that accounting year were audited by: Illinois Department of Transportation

Overhead rate: 168.81%

PART III. Page 3 - INDIRECT EXPENSE OVERHEAD RATES - SUBCONSULTANT A

This form is to be completed for the subconsultant A only. The overhead rate shall be calculated from cost data from the subconsultant's latest completed accounting year. The rate shall be calculated by a CPA firm, a United States government agency, a state government agency, or the firm's internal audit section.

The overhead rate (multiplier) will be submitted as one percentage. This percentage will be the sum of the salary overhead (fringe benefits) rate, the General and Administrative (G&A) Rate, and any other overhead rate. Overhead rates will be applied against the direct raw labor cost only. (See Section II, "Overhead Rate").

Subconsultant A's Name SAIC

Overhead rate calculated by: SAIC Corporate Office and  
provisional approved by DCMAO

Accounting data used was from accounting year beginning: 2/2/91  
ending 1/31/92

Financial records and statements from that accounting year were audited by: DCMAO/DCAA for Provisional Rates

Overhead rate: 1.6256

Percentage of profit charged on Direct raw Labor: 13%

Percentage of profit charged on Overhead: 10%

Estimated Percentage of the contract to be performed by this subconsultant: 30%

PART II, Page 6 - INDIRECT EXPENSE OVERHEAD RATES - SUBCONSULTANT B

This form is to be completed for the subconsultant B only. The overhead rate shall be calculated from cost data from ~~the~~ the subconsultant's latest completed accounting year. The rate shall be calculated by a CPA firm, a United States government agency, a state government agency, or the firm's internal audit section.

The overhead rate (multiplier) will be submitted as one percentage. This percentage will be the sum of the salary overhead (fringe benefits) rate, the General and Administrative (G&A) Rate, and any other overhead rate. Overhead rates will be applied against the direct raw labor cost only. (See Section II, "Overhead Rate").

Subconsultant B's Name NA

Overhead rate calculated by: \_\_\_\_\_

Accounting data used was from accounting year beginning: \_\_\_\_\_  
ending \_\_\_\_\_

Financial records and statements from that accounting year were audited  
by: \_\_\_\_\_

Overhead rate: \_\_\_\_\_

Percentage of profit charged on Direct Raw Labor: \_\_\_\_\_

Percentage of profit charged on Overhead: \_\_\_\_\_

Estimated Percentage of the contract to be performed by this  
consultant: \_\_\_\_\_

(REPRODUCE THIS FORM IF MORE THAN TWO SUBCONSULTANTS ARE TO BE USED.)

PART III. page 7 - Equipment, Supplies & Personal Protective Gear

This list of equipment, supplies, and personal protective gear may not be all inclusive. All other equipment, supplies and personal protective gear used by the successful prime consultant shall be paid at the IEPA approved rates indicated on the firm's IEPA approved standard rate sheets.

IEPA WILL NOT PAY STANDBY CHARGES.

A. Equipment

	Day	Rate Per Week	Month
Air Compressor	60	240	720
Bailer (Stainless steel 1 1/4" x 3')	5	20	60
Bailer (Teflon 1 1/4" x 3')	5	20	60
Blood Pressure Monitor	1	4	12
Camera (35 mm)	6	24	72
Camera (polaroid)	2	8	24
Camera (video)	55	165	330
Cascade System (manifold)	32	135	400
Continuous Recording Water Level Recorder	10	150	500
Decon Sprayer	3	12	36
Digging Bar	1	4	12
Double Ring Infiltrometer Kit	7	28	84
Down-hole Gamma Logger	350	1,800	6,400
Draeger Pump	5	20	66
Eckman Dredge	15	60	180
Escape Mask (5 min.)	6	24	72
Explosimeter (O2)	30	65	240
Field Magnetometer	50	250	800
Fire Extinguisher	2	6	16
First Aid Kit	1	4	15
Fit Test Kit	2	6	18

~~Field Book~~ \$10 ea.  
Computer  
CAD

10  
25

Flow Meter	<u>65</u>	<u>300</u>	<u>980</u>
Generator	<u>35</u>	<u>140</u>	<u>420</u>
Ground Penetrating Radar System	<u>400</u>	<u>1,700</u>	<u>7,500</u>
Hand Auger (small diameter with spoons)	<u>5</u>	<u>25</u>	<u>70</u>
H <sub>2</sub> CN Detector	<u>30</u>	<u>90</u>	<u>360</u>
High Volume Air Sampler	<u>35</u>	<u>70</u>	<u>140</u>
Hip Waders	<u>2</u>	<u>6</u>	<u>18</u>
HNu	<u>60</u>	<u>260</u>	<u>950</u>
Hydrogen cylinder (demmuage)	<u>1</u>	<u>6</u>	<u>18</u>
Hydrogen sulfide indicator	<u>30</u>	<u>65</u>	<u>260</u>
Interface Probe	<u>60</u>	<u>190</u>	<u>760</u>
Kemmerer Sampler	<u>12</u>	<u>48</u>	<u>144</u>
Laser Level	<u>30</u>	<u>150</u>	<u>480</u>
Lufkin Reel	<u>2</u>	<u>12</u>	<u>36</u>
Metal Detector	<u>15</u>	<u>55</u>	<u>150</u>
Meteorological Station	<u>40</u>	<u>145</u>	<u>580</u>
Non-Spark Lantern	<u>2</u>	<u>6</u>	<u>18</u>
<del>Office Trailer</del>	<del></del>	<del></del>	<del></del>
OVA	<u>60</u>	<u>240</u>	<u>720</u>
Personal Sampling pump	<u>7</u>	<u>28</u>	<u>84</u>
Petersen Dredge	<u>25</u>	<u>100</u>	<u>300</u>
Ph Conductivity Meter	<u>8</u>	<u>32</u>	<u>96</u>
Portable Sampling Pump	<u>10</u>	<u>40</u>	<u>120</u>
Post Hole Digger	<u>50</u>	<u>220</u>	<u>550</u>
Power Drill (1/2 inch)	<u>2</u>	<u>8</u>	<u>24</u>

*Leodometer*

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Pressure Transducer with Data Logger	<u>157</u>	<u>685</u>	<u>1,705</u>
Radiation Detector	<u>28</u>	<u>70</u>	<u>280</u>
Sound Level Meter	<u>30</u>	<u>70</u>	<u>280</u>
Soil Gas Monitor	<u>250</u>	<u>1,500</u>	<u>5,800</u>
Stainless Steel Bucket Auger	<u>10</u>	<u>51</u>	<u>130</u>
Steam Sprayer (high pressure)	<u>70</u>	<u>320</u>	<u>900</u>
Submersible Pump (2")	<u>35</u>	<u>200</u>	<u>600</u>
Submersible Pump (4")	<u>15</u>	<u>60</u>	<u>180</u>
Surveying Altimeter	<u>10</u>	<u>50</u>	<u>200</u>
Surveying Level, Tripod, Rod, Rod Level	<u>10</u>	<u>40</u>	<u>120</u>
Tape Recorder (cassette)	<u>3</u>	<u>12</u>	<u>30 <del>31</del></u>
Theodolite	<u>18</u>	<u>77</u>	<u>297</u>
Thermometers	<u>1</u>	<u>4</u>	<u>12</u>
Tool Box (non spark hand tools)	<u>5</u>	<u>18</u>	<u>54</u>
Torch Kit (small propane)	<u>2</u>	<u>6</u>	<u>18</u>
Transit	<u>18</u>	<u>77</u>	<u>297</u>
Vehicle (1/2 ton pickup truck)	<u>65</u>	<u>325</u>	<u>975</u>
Vehicle (sedan automobile)	<u>45</u>	<u>225</u>	<u>675</u>
Vehicle (van)	<u>65</u>	<u>325</u>	<u>975</u>
Walkie Talkies with chargers	<u>15</u>	<u>75</u>	<u>170</u>
Water Level Indicator	<u>9</u>	<u>36</u>	<u>108</u>

B. Supplies

	<u>Unit</u>	<u>Unit Rate</u>
Acetone	Bottle	<u>19.20</u>
Alconox	Box	<u>12.00</u>
Aluminum foil	Roll	<u>1.50</u>
Bottles (amber glass 80 oz.)	Case	<u>31.72</u>
Bottles (clear glass 8 oz.)	Case	<u>38.00</u>
Bottles (clear glass wide mouth 120 ml.)	Case	<u>42.00</u>
Bottles (glass vials 20 ml.)	Case	<u>124.00</u>
Bottles (plastic, 1 liter)	Case	<u>43.00</u>
Chalk	Each	<u>0.60</u>
Cooler (48 qt.)	Each	<u>30.00</u>
Distilled water	Bottle	<u>0.90</u>
Duct Tape (60 yds.)	Roll	<u>3.00</u>
Eye Wash Bottle	Each	<u>9.00</u>
Flagging Tape	Roll	<u>1.50</u>
HNu Calibration Gas	Cylinder	<u>75.00</u>
Insulated coveralls	Each	<u>60.00</u>
Keep Out signs	Each	<u>3.00</u>
Log Books (field)	Each	<u>10.00</u>
Magic Markers (Black)	Each	<u>1.00</u>
Methanol, Absolute Reagent	Bottle	<u>36.00</u>
No Smoking Signs	Each	<u>3.00</u>
Nylon Aprons	Each	<u>5.00</u>
Nylon Rope (500')	Roll	<u>80.00</u>
Nylon Strapping Tape (3/4" by 1000')	Roll	<u>30.00</u>

Film + Development

Roll 15.00



Pad Locks (heavy duty)	Each	<del>38.00</del> 12.00
Paper Towels (#74)	Roll	0.80
pH paper (full range)	Kit	12.00
Pk. Survey Nails	Each	<del>0.80</del> 0.58
Plastic Bags (55 gal.)	Box	32.00
Plastic Buckets (5 gal.)	Each	4.00
Polyethylene Container (5 gal.)	Each	15.00
Polyethylene (clear 16' x 100')	Roll	60.00
Spray Paint	Can	5.00
Stakes (wood 1/4")	Bundle	7.00
Surveyor Flags	Bundle	5.50
Teflon Tape	Roll	2.00
Tubing (Teflon 1/2" 50')	Roll	180.00
Tubing (tygon 1/4" ID 50')	Roll	29.00
Vermiculite (6 cu. ft. bag)	Bag	9.00
Visqueen (4 ml. sheeting)	Roll	38.00
Ziploc Bags	Roll	3.50

C. Personal Protective Gear

	Unit Rate	Rate Per Day
Level A --		99.00
Fully encapsulating exposure suit	35.00	
Disposable chemical resistant boot covers	5.50	
Disposable chemical resistant outer gloves	8.00	
Disposable chemical resistant inner gloves	0.50	
SCBA	50.00	

Level B --		<u>79.00</u>
Disposable hooded chemical resistant clothing	<u>15.00</u>	
Disposable chemical resistant outer gloves	<u>8.00</u>	
Disposable chemical resistant inner gloves	<u>0.50</u>	
Disposable chemical resistant boot covers	<u>5.50</u>	
Pressure-demand, full-facepiece SCBA	<u>50.00</u>	
Level C --		<u>44.00</u>
Disposable hooded chemical resistant clothing	<u>15.00</u>	
Disposable chemical resistant outer gloves	<u>8.00</u>	
Disposable chemical resistant inner gloves	<u>0.50</u>	
Disposable chemical resistant boot covers	<u>5.50</u>	
Full-face respirator with cartridges	<u>15.00</u>	
Level D --		<u>14.00</u>
Disposable chemical resistant outer gloves	<u>8.00</u>	
Disposable chemical resistant inner gloves	<u>0.50</u>	
Disposable chemical resistant boot covers	<u>5.50</u>	
Chemical Resistent Steel Toed Boots	<u>5.00</u>	
Hard Hat	<u>1.00</u>	
Rain Suits	<u>2.00</u>	
Safety Glasses	<u>1.00</u>	
Safety Harness	<u>5.00</u>	
Safety Shields	<u>1.00</u>	

MULTI-SITE A/E BEST AND FINAL RATE & FEE PROPOSAL

Part IV, page 13 - Laboratory Analyses Rates (Part I only)

The Laboratory Analyses rate sheets are to be completed by the prime consultant only. The prime consultant shall list rates for an Emergency Response turnaround, for a 7 Work Days turnaround and for a 30 Calendar Days turnaround.

The rates listed shall be those rates the prime consultant will charge the IEPA for laboratory services, and the rates listed shall not include the prime consultants overhead or profit fee.

For profit fee purposes, laboratories shall be considered subconsultants.

All prices are for water and soil samples.

Metals Analysis

Prices for trace element analysis are based on a sample preparation charge and a charge for each element analyzed.

	<u>Emergency Response</u>	<u>7 days</u>	<u>30 Days</u>
Sample Digestion For GFAA or ICP (per individual digestion method)	_____	_____	_____
Sample Filtration	_____	_____	_____

Sample digestion is required for all soil and solid or semi-solid samples for metals analysis. For aqueous samples, it will be assumed that analysis is for total metals analysis unless dissolved metals are specified. Digestion is required for total metals. Filtration is required for dissolved metals.

Target Analysts List Metals

	<u>Emergency Response</u>	<u>7 Days</u>	<u>30 Days</u>
Aluminum	_____	_____	_____
Antimony	_____	_____	_____
Arsenic	_____	_____	_____
Barium	_____	_____	_____
Beryllium	_____	_____	_____
Cadmium	_____	_____	_____
Calcium	_____	_____	_____
Chromium	_____	_____	_____

Cobalt			
Copper			
Iron			
Lead			
Magnesium			
Manganese			
Mercury			
Nickel			
Potassium			
Selenium			
Silver			
Sodium			
Thallium			
Vanadium			
Zinc			
All 23 metals			

Other Inorganic Parameters

	<u>Emergency Response</u>	<u>7 Days</u>	<u>30 Days</u>
Sulfide			
Cyanide			
Phenols			
Nitrogen - Ammonia			
Nitrogen - Total Kjeldahl			
Nitrogen - Nitrate			
Boron			
pH			
Sulfate			
Chloride			

RCRA Characteristics

Ignitability (Flash Point)			
Reactivity (CN- & S-)			
Corrosivity (NACE)			
Corrosivity (pH)			
TCLP Jar Extraction			
Zero Headspace Extr.			

Organic Parameters Analysis

PCBs by ECD

Pest./PCBs by ECD

Volatiles by GC/MS

Drinking Water VOAs

BTEX

Semivolatiles by GC/MS

TOC

TOX-Water

Fish

Pesticides and PCBs

N/A

N/A

N/A

Other Direct Costs by definition are those costs, except for direct labor, overhead, and subcontractor costs, which are incurred for and directly assignable to a specific job or process. These costs include, but are not limited to, travel, hotel accommodations, per diem, computer usage, reproductions, the variable portions of mixed costs, etc.

1. HOTEL ACCOMODATIONS: The IEPA will pay State Rates as amended only.
2. PER DIEM: The IEPA will pay State Rates as amended only.
3. MILEAGE: The IEPA will pay State Rates as amended only.
4. AIR FARE: The IEPA will pay a maximum of \$600.00 air fare for an IEPA approved round trip coach class from the corporate headquarters to the Illinois destination. If the Consultant chooses to travel first class, the Agency shall pay only coach fare rates and not more than \$600.00 per round trip. Consultant's personnel traveling from a corporate office to an Illinois destination without prior Agency approval, do so at risk of the Agency not paying for those travel costs.
5. CAR RENTAL: The IEPA will pay a maximum of \$50.00 per day, plus mileage for car rentals.
6. MISCELLANEOUS:

All miscellaneous other direct costs will be reimbursed on an actual cost basis; i.e.,

- . Reproduction Costs
- . Computer Usage Costs
- . Variable portion of telephone bills unless that is part of overhead.
- . Facsimile costs

PART VI. page 17 - Profit Structure:

It is incumbent upon the IEPA to negotiate a fair and reasonable profit as a separate cost item. In order to meet that requirement, the IEPA is prepared to negotiate profit on the following cost categories; however, Prime consultants do not have to require profit on all categories. Additionally, the profit percentage must not be the same for all categories.

- . Direct raw labor
- . Overhead
- . Other Direct costs including, but not limited to:
  - .. Equipment
  - .. Supplies
  - .. Travel
  - .. Car Rental
  - .. Per Diem
  - .. Hotel accomodations
  - .. Miscellaneous
- . Subcontractor including, but not limited to:
  - .. Drilling
  - .. Laboratories

The profit sum of the applications of the proposed profit percentages to these cost categories cannot exceed a specific percentage of the total cost (without profit) of the contract.

1. Profit percentage on Direct Raw Labor: 14 %
2. Profit percentage on Overhead: 10 %
3. Profit percentage on the Other Direct Costs: 6 %
4. Profit percentage on subcontractor/subconsultant costs: 6 %
5. The profit sum generated by the application of the above percentages shall not exceed 10 % of the total costs (without profit) of the contract.  
In no event shall the overall "not to exceed" profit fee percentage exceed ten percent (10%) of the total costs of any project.

NOTE: The IEPA will not accept your profit (Fixed Fee) structure if all percentages are the same.

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